

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
State Historic Preservation Division

February 10, 2006

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

**AWARD OF HISTORIC PRESERVATION FEDERAL GRANT-IN-AID TO
COUNTY OF KAUAI FOR: 1) HIRING OF CONSULTANT FOR POIPU BEACH
PARK MAUKA ARCHAEOLOGICAL PRESERVE; 2) DEVELOPING KAUAI
HISTORIC PRESERVATION REVIEW COMMISSION WEBSITE; 3) HIRING
OF CONSULTANT TO UPDATE HISTORIC RESOURCES INVENTORY FOR
CONSIDERATION OF ELIGIBLE BUILDINGS; AND 4) TRAINING OF KAUAI
COUNTY CULTURAL RESOURCES COMMISSION AND STAFF**

The Department of Land and Natural Resources is required by federal law to allocate 10 percent of its federal historic preservation grant funds for use by local governments certified (CLG) to participate in the federal program. We have \$48,118 available in federal funds for this purpose. The County of Kauai is one of two local governments in Hawaii that is certified, and therefore eligible for these funds.

The County of Kauai has applied for the historic preservation grant-in-aid financial assistance to administer its CLG program, and to support approved projects of the program insofar as it is understood that the following activities will be accomplished and specific conditions adhered to:

1. Hire a consultant to prepare a preservation plan for the Poipu Beach Park Mauka Archaeological Preserve. The long-term preservation plan will provide the County with invaluable information and alternatives in determining the appropriate measures to best recognize and preserve historic resources adjacent to a popular County beach park;
2. Develop a Kauai Historic Preservation Review Commission web site that will describe the county's preservation program, link to the State Historic Preservation Division's web site, and contain County inventory data;
3. Hire a consultant to update the County's 1998 historic resources inventory to include buildings which meet eligibility criteria (50 years of age) for consideration as historic; and

4. Continue to train and educate the Kauai County Cultural Resources Commission and its staff members through their participation at conferences, meetings, and workshops, and with the purchase of reference/resource materials.

RECOMMENDATION

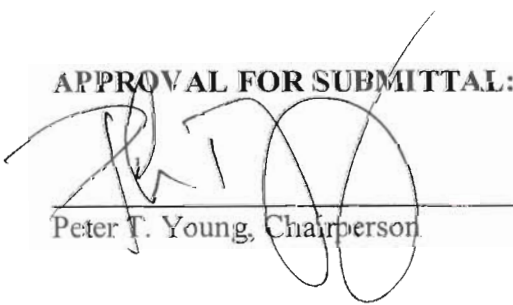
That the Board authorize the Chairperson and another member of the Board to negotiate and execute a contract agreement with the County of Kauai to undertake the above projects, subject to the Attorney General's approval as to form.

Respectfully Submitted,



Melanie A. Chinen, Administrator
State Historic Preservation Division

APPROVAL FOR SUBMITTAL:



Peter T. Young, Chairperson

HISTORIC PRESERVATION GRANTS-IN-AID

(NATIONAL HISTORIC PRESERVATION ACT OF 1966 AS AMENDED)

GRANT AGREEMENT NO. HP0601

THIS AGREEMENT made and entered into this 15 day of February, 2006, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources and the State Historic Preservation Officer, hereinafter referred to as the "STATE," and COUNTY OF KAUAI PLANNING DEPARTMENT, whose business address is 4444 Rice Street, Suite 473, Lihue, Kauai, Hawaii 96766, hereinafter referred to as the "SUB-GRANTEE."

WITNESSETH:

WHEREAS, the National Historic Preservation Act of 1966, Public Law 89-665, 89th Congress, 80 Stat. 915, as amended, was enacted by the Congress of the United States of America to stimulate the preservation of historic properties and establish a program of matching grants-in-aid to States for up to SIXTY (60%) PERCENT of the total public or private cost of expanding and accelerating their Historic Preservation Program and activities, and acquiring or developing properties that are significant in American history, architecture, archaeology, or culture; and

WHEREAS, the Governor of Hawaii has appointed a State Historic Preservation Officer to implement and administer the National Historic Preservation Act of 1966 in Hawaii; and

WHEREAS, the SUB-GRANTEE'S Project Application for historic preservation grants-in-aid financial assistance proposes to administer the Certified Local Government program for the County of Kauai by hiring a consultant to prepare mitigation plans and a curatorship agreement for the Poipu Park Mauka Archaeological Preserve; draft nomination forms for the State and National registers; update the county's inventory of historic resources, train and educate the Kauai Historic Preservation Review members and staff through participation at conferences/seminars, workshops, meetings, and the purchase of reference resource materials; and develop a Historic Preservation Review Commission web site.

NOW, THEREFORE, in consideration of certain promises and agreement contained herein, the STATE and the SUB-GRANTEE agree as follows:

1. **Definitions**

- a. The term "Chairperson" as used herein means the Chairperson of the Board of Land and Natural Resources.
- b. The term "Department" as used herein means the Department of Land and Natural Resources, Historic Preservation Division.
- c. The term "SHPO" as used herein means the State Historic Preservation Office.
- d. The term "Manual" as used herein means the National Register Programs Guideline (NPS 49) and any subsequent revisions thereto.
- e. The term "Service" as used herein means the National Park Service, United States Department of Interior, or its duly designated representatives.

2. **Scope of Work**

The SUB-GRANTEE shall, in a proper and satisfactory manner as determined by the STATE, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

3. **Budget**

The SUB-GRANTEE shall, in a proper and satisfactory manner as determined by the STATE, provide a line-item budget of each service provided set forth in Attachment 2, which is hereby made a part of this Agreement.

The SUB-GRANTEE's Project Application and Budget and any revisions thereto, as approved by the STATE, is hereby incorporated by this reference and made a part of this Agreement and is hereinafter referred to as the "approved project Application" or the "Project."

4. **Progress Schedule**

- a. The services required of the SUB-GRANTEE under this Agreement shall be performed and completed in accordance with the "Time Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.
- b. Interim program and fiscal progress reports shall be provided to the STATE by October 31, 2006.
- c. Submission of final reports/products shall meet the approval of the STATE and shall include a comparison of completed activities and budget to those in the approved Project Agreement.

5. **Manual**

The SUB-GRANTEE shall comply with the policies and procedures set forth in the Manual, including compliance with the applicable Secretary of the Interior Standards for Archaeology and Historic Preservation. Acknowledgment of NPS support for any publications or documents intended for public circulation produced as part of the project should be stated. Said Manual is hereby incorporated by this reference and made a part of this Agreement. Additionally,

Circulars A-122 (or A-87), A-102 (or A-110), and A-128 (or A-133), as appropriate, will be followed and are hereby incorporated by this reference. All of said references are on file in the office of the Department.

6. **Grant**

Subject to the receipt of Federal funds, the STATE shall transfer to the SUB-GRANTEE on a reimbursable and/or other permitted basis, a sum of money for up to SIXTY (60%) PERCENT of the allowable costs as provided in the Manual; such sum shall not exceed the grand total amount of FORTY EIGHT THOUSAND ONE HUNDRED EIGHTEEN AND NO/100 (\$48,118.00) DOLLARS. When the STATE by prior agreement advances funds, the SUB-GRANTEE shall deposit said sum or portions thereof in a separate account in SUB-GRANTEE'S treasury. Said account shall reflect only the receipt of the funds from the STATE and interest thereon, if any, and expenditures, pursuant to the approved Project. The funds shall be devoted to and used only for the purpose for which the grant funds were approved and no other uses shall be permitted except with prior written approval of the STATE.

7. **Method of Payment**

- a. The SUB-GRANTEE shall be compensated for services rendered and costs incurred under this Agreement according to the "Compensation and Payment Schedule" set forth in Attachment 4, which is hereby made a part of this Agreement.
- b. The following provisions are applicable to this grant;
 - (1) The STATE shall transfer to the SUB-GRANTEE the consideration set forth in Paragraph 6 hereof, in ONE (1) installment upon satisfactory completion of work performance documented in billing statements of acceptable form received and approved by the STATE as a condition precedent, if on a reimbursable basis, and as a condition subsequent, if on other permitted basis. It is understood however, that payment is contingent upon availability of Federal funds to the STATE. The STATE may withhold payment if, in the judgment of the SHPO, products do not conform to the terms of the subgrant or do not meet the appropriate Secretary's Standards. SUB-GRANTEE shall submit acceptable Federal and nonfederal share supporting documentation and evidence of competitive procurement requirements for professional services and subcontracts prior to reimbursement.
 - (2) FIVE (5%) PERCENT of the consideration set forth in Paragraph 6 hereof may be withheld by the STATE until it so determines the Project work to be satisfactorily completed. This amount to be withheld shall be prorated equally over each periodic installment and will be used to cover, so far as practicable, any amounts or materials the SUB-GRANTEE may owe to the STATE upon the completion of the Project. The balance of the amount withheld not needed to cover debts owed to the STATE will thereafter be transferred to the SUB-GRANTEE.

8. **Project Execution**

- a. The SUB-GRANTEE shall execute and complete the Project in accordance with a schedule set forth in Paragraph 4 hereof, and in a professional manner in accordance with standards established by the STATE and the Service. All during the performance of the Agreement, the SUB-GRANTEE shall comply with rules and requirements of Title VI of the Civil Rights Act 1964 and Section 504 of the Rehabilitation Act 1973.
- b. Except where prior written permission has been granted by the STATE, contracts for the Project work shall meet the requirements of contract for Project work in the Manual and the following:
 - (1) The SUB-GRANTEE shall require in construction contracts that each of its contractors and subcontractors employed in the completion of the Project comply with all applicable Federal, State, and local laws, and in particular the following Federal laws, Executive Orders, and regulations issued thereunder.
 - A. The Copeland "Anti-Kick Back" Act (18 USC874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give any part of the compensation to which he is otherwise entitled. This provision shall apply to this Project.
 - B. Lobbying (18 USC 1913)
No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or its Department or agencies from communication to members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
 - (2) The SUB-GRANTEE shall incorporate, or cause to be incorporated into all contracts in excess of TEN THOUSAND (\$10,000.00) DOLLARS the following provisions: All during the performance of this Agreement, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or physical handicap. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will comply with the rules and requirements of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, a copy of which is on file in the office of the Department, SHPO, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the non discrimination clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

- H. The contractor will include the provisions of Paragraphs (2)A through (2)H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- (3) The SUB-GRANTEE shall incorporate or cause to be incorporated into all negotiated contracts in excess of TEN THOUSAND (\$10,000) DOLLARS the following provisions:

The STATE, Service, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three (3) years after final payment and after pending matters such as federally required audit, is completed. Lack of such documents may be cause to disallow otherwise allowable costs.

- (4) The SUB-GRANTEE shall incorporate or cause to be incorporated into all contracts in excess of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS the following provision:

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Clean Water Act, Executive Order No. 11738, and Environmental Protection Agency (EPA) regulations, which prohibits the use of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the STATE and the Regional office of the EPA.

- (5) The SUB-GRANTEE shall incorporate or cause to be incorporated into all contracts notice of:

- A. the contractor's agreement to comply with requirements and regulations pertaining to reporting and patent rights under any contract involving research, development, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of, or under, contract, including those pertaining to copyrights and rights of data.
 - B. the contractor's recognition of mandatory standards and policies relating to energy efficiency, which are contained in the Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
- (6) The SUB-GRANTEE shall:
- A. comply with the above provisions in contract work carried out by itself,
 - B. assist and cooperate actively with the STATE and Service in obtaining the compliance of contractors and subcontractors with the above contract provisions and with applicable rules, regulations, and relevant orders,
 - C. obtain and furnish to the STATE and Service such information as they may require for the supervision of such compliance,
 - D. enforce the obligation of contractors and subcontractors under such provisions, rules and regulations and others,
 - E. carry out sanctions and penalties for violations of such obligations, and
 - F. refrain from entering into any contract with a contractor debarred from government contracts.
- (7) Any publication wholly or partially funded under the terms of this Agreement shall include the following acknowledgment, disclaimer, and non-discrimination statements:

*"This (type of publication) has been financed (in part or in full) with Federal funds from the National Park Service, Department of Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of Interior, *nor does the mention of trade names or commercial products, constitute endorsement or recommendation by the Department of Interior."*

(If there are no commercial products then that part of the statement can be omitted.)*

"This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

*Director, Equal Opportunity Program
U.S. Department of Interior, National Park Service
P.O. Box 37127
Washington, DC 20013-7127*

9. Allowable and Unallowable Costs

- a. SUB-GRANTEE shall comply with Circular A-122 or Circular A-87, as appropriate, and use the circular in conjunction with the Manual to determine the full range of allowable and unallowable costs. Cost items not provided for in the approved Project Application under Major Work Elements which is to be considered as an allowable cost, must be treated as an amendment.
- b. Questionable issues should be referred to the STATE for determination in writing prior to commencing work. However, if upon final audit by the STATE, Service, or the General Accounting Office, specific unallowable costs are determined which theretofore have been deemed to be allowable, the SUB-GRANTEE shall be held responsible for the repayment of funds received for such unallowable costs.

10. Project Administration

- a. The SUB-GRANTEE shall promptly prepare and submit in duplicate such reports as the STATE may request. Completion Reports are mandatory. Progress photographs must accompany Development project Completion Reports.
- b. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the STATE, the Service, and their authorized representatives, upon request, to ensure progress in accordance with Project standards including a final inspection upon completion of the Project.
- c. The SUB-GRANTEE shall retain procurement documentation, including evidence of competitive negotiation or bidding, and other types of documentation, including STATE approval of amendments, SUB-GRANTEE notifications of any adverse conditions affecting the project scope, budget or timetable, etc. A file copy of the above documentation shall be provided to the STATE by the SUB-GRANTEE.

11. Termination of Project

No Project financed with funds from this program shall be terminated by the SUB-GRANTEE prior to satisfactory completion without the prior written approval of the STATE and the Service. Request for premature termination must explain fully the reasons for the action and detail the proposed disposition of the incomplete Project. The STATE and the Service hereby reserve the right to terminate this grant agreement when it judges that the SUB-GRANTEE has failed to comply with the grant agreement, program policies, or the clear intent of the Historic Preservation Act that the grant funds shall be expended within a reasonable period following obligation.

- a. Failure by the SUB-GRANTEE to comply with the terms of this Agreement or any similar agreement may be cause for the suspension of all

obligations of the STATE hereunder and/or for the disqualification of the SUB-GRANTEE for new Projects until such time that the SUB-GRANTEE shall remedy such failures to the satisfaction of the STATE and the Service.

- b. Failure by the SUB-GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if, in the judgment of the STATE, such failures were due to no fault of the SUB-GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations, not unallowable costs, properly incurred shall be eligible for assistance under this agreement when approved by the Service.

12. **Financial Records**

- a. The SUB-GRANTEE shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the STATE, the Service, and the Comptroller General of the United States for auditing and other purposes at reasonable times. Such accounts, documents, and records shall be retained by the SUB-GRANTEE for three (3) years following Project termination and a final audit on the Project conducted.
- b. The SUB-GRANTEE may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in Office of Management and Budget Circular A-102 or A-110, as appropriate.
- c. The SUB-GRANTEE shall comply with all requirements under the Single Audit Act of 1984 and the requirements of Circular A-128.
- d. The SUB-GRANTEE shall establish a separate ledger account for this grant and said grant account shall be identified by the number assigned to the grant by the STATE.
- e. Where applicable, all expenditures will be segregated by Work Elements described in the approved Project Application.

13. **Conflict of Interest**

- a. No official or employee of the SUB-GRANTEE who is authorized in his official capacity to negotiate, make, accept, or approve a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
- b. No person performing services for the SUB-CONTRACT in connection with this project shall have a financial or other personal interest other than his employment in any contract or subcontract in connection with this Project. No officer or employee of such person retained by the SUB-GRANTEE shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed in the public records of the SUB-GRANTEE and such officer, employee or person has not participated in the acquisition for or on behalf of the SUB-GRANTEE.
- c. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.

- d. The SUB-GRANTEE shall be responsible for enforcing the above conflict of interest provisions.

14. **Independent Performance**

The SUB-GRANTEE, its officers, agents or employees acting in the performance of this Agreement are not officers, agents or employees of the STATE.

15. **Hold Harmless**

The SUB-GRANTEE shall indemnify, defend, and hold harmless the STATE and Service from all suits, actions, damages, and costs arising from errors, omissions, or willful or negligent acts of the SUB-GRANTEE, its employees and agents in the performance of this Agreement.

16. **Waiver**

It is expressly understood and agreed that no waiver granted by the STATE or the Service on account of the violation of any covenant, term, or condition of this agreement shall constitute or be construed in any manner as to be a waiver of the covenant, term, or condition or the right to enforce the same as to any other or further violation.

17. **Amendments**

The Agreement (including but not limited to the approved scope of work, products, budget and performance/reporting milestones) cannot be changed without prior written consent from SHPO. Any modification or amendment is by mutual consent only provided that it be in writing, executed by the parties hereto and approved by the State Historic Preservation Officer and, as applicable, by the Service.

18. **Compliance With Laws**

That the SUB-GRANTEE shall comply with all applicable statutes, ordinances, rules and regulations of the Federal, State, and City and County governments.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

STATE OF HAWAII:

By:

PETER T. YOUNG

Chairperson and Member

By:

Member

Board of Land and Natural
Resources

COUNTY OF KAUAI:

By:

BRYAN J. BAPTISTE

Mayor

By:

MICHAEL H. TRESLER

Finance Director

By:

IAN K. COSTA

Planning Director

APPROVED AS TO FORM:

Deputy Attorney General

Deputy Corporation Counsel
County of Kauai

STATE OF HAWAII)
)
COUNTY OF KAUAI)

On this ____ day of _____, 19____, before me appeared Bryan J. Baptiste, _____ to me personally known, who being by me duly sworn did say he is respectively, Mayor _____ of the County of Kauai, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Kauai, and that the said instrument was signed and sealed on behalf of said County of Kauai by authority of its Charter, and said Bryan J. Baptiste _____ acknowledged the said instrument to be the free act and deed of said County of Kauai.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC, State of Hawaii
My Commission Expires:

STATE OF HAWAII)
)
COUNTY OF KAUAI)

On this ____ day of _____, 19____, before me appeared Michael H. Tresler, _____ to me personally known, who being by me duly sworn did say that he is respectively, Finance Director of the Department of Finance _____ of the County of Kauai, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Kauai, and that the said instrument was signed and sealed on behalf of said County of Kauai by authority of its Charter, and said Michael H. Tresler _____ acknowledged the said instrument to be the free act and deed of said County of Kauai.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC, State of Hawaii
My Commission Expires:

STATE OF HAWAII)
)
COUNTY OF KAUAI)

On this _____ day of _____, 19____, before me appeared Ian K. Costa, to me personally known, who being by me duly sworn did say he is respectively, Planning Director of the Planning Department _____ of the County of Kauai, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Kauai, and that the said instrument was signed and sealed on behalf of said County of Kauai by authority of its Charter, and said Ian K. Costa _____ acknowledged the said instrument to be the free act and deed of said County of Kauai.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC, State of Hawaii
My Commission Expires:

TIME SCHEDULE

Commencement date for all projects funded under the AGREEMENT is the contract execution date. All work is to be completed by September 30, 2006.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this AGREEMENT, the STATE agrees to pay the SUB-GRANTEE the total sum of up to, but not to exceed, Forty Eight Thousand One Hundred and Eighteen and No/100 Dollars (\$48,118.00), to be paid as provided herein, for the full and faithful performance of all the services to be performed under the terms and conditions of this AGREEMENT.

Scope of Work

Funding allocated to the County of Kauai by this contract will support the Certified Local Government Program and Kauai County Cultural Resources Commission. The funding will support the following projects insofar as it is understood that the activities will be accomplished and the specific provisions adhered to:

The following projects are proposed for the upcoming fiscal year:

- 1) *Preparation of long term preservation plan* for the Poipu Beach Park Mauka Archaeological Preserve. The plan will include stabilization, reconstruction landscaping, maintenance, signage and access, curatorship plan, phasing and priorities, and the relationship of the preserve area to the overall Poipu Beach Park plan.
- 2) *Development of the Kauai Historic Preservation Review Commission Web Site.* The web site is to depict the KHPRC historic preservation program, and pertinent inventory data.
- 3) *Updated Inventory of County Historic Resources Listing* to document buildings which now meet the 50 year criteria for being considered historic.
- 4) *Training, education, and outreach* for the Kauai County Cultural Resources Commission, and staff through participation at conferences, meetings, workshops, and the purchase of reference/resource material.

Kauai County CLG Budget Fiscal Year 2005

Grant Allocation for the period beginning upon execution of the contract and ending September 30, 2006.

Federal Share:

**1) Poipu Beach Park Mauka Archaeological Preserve
Phase II**

The County of Kauai owns approximately 10 acres of undeveloped land adjacent to the parking lot of the highly used Poipu Beach Park on the south shore of Kauai. This undeveloped site is rich in archaeological resources which have been preserved in place due to fairly dense overgrowth of shrub vegetation.

In order to better recognize and preserve this historic site, the County of Kauai retained the services of a professional archaeological consultant utilizing a prior CLG grant to prepare an overall preservation plan which included the following:

- Conduct an archaeological inventory survey and significance evaluation in accordance with State guidelines and reporting formats
- Prepare appropriate mitigation measures and reports (not limited to burial plans, interim clearing, buffer zones, signage and security measures)
- Prepare a long term preservation plan (not limited to issues of stabilization, reconstruction, landscaping, maintenance, signage and access, curatorship plan, phasing and priorities, relationship of preserve area to the overall Poipu Beach Park plan, including community input)
- Preparation of nomination to State/Federal Register (depending of significance findings)

All inventory fieldwork, research and the survey report have been completed. Research and drafting of the preservation mitigation plans are about 80% complete. Due to project and grant timelines, the archaeological consultant was compensated for work completed as of September 30, 2004 which amounted to \$35,508.11 of an original contract amount of \$42,350. The \$6,841.89 request for this grant period will be used to complete the original scope of the project, which includes finalizing the draft preservation mitigation report including SHPD concurrence, conduct public information workshops, preparation of a curatorship agreement for community

involvement and draft nomination forms for the State and National Registers. This amount was derived following the procurement process established by the State of Hawaii for professional services.

Budget for Poipu Beach Park Mauka Archaeological Preserve

Preservation Mitigation Plan (40 hours @ \$87.50/hour)	\$3,500.00
Consultation (25 hours @ \$87.50/hour)	\$2,188.00
Other Expenses	
3 RT air/car @ \$250	\$ 750.00
DLNR Review Fee	\$ 150.00
Materials/Supplies	<u>\$ 254.00</u>
	\$6,842.00

2) Kauai Historic Preservation Review Commission Web Site

Develop a web site integrated into the County Planning Department's site depicting the KHPRC/historic preservation program, pertinent inventory data and associated links such as the State of Hawaii – Historic preservation program. This will enhance the County's effort to educate the public and promote historic preservation on Kauai. The County plans to implement this project by retaining the services of a web design firm following State procurement laws.

Budget for Kauai Historic Preservation Review Commission Web Site

Analyze, develop & integrate a web site to promote the County Historic Preservation program. (40 hrs @ \$50/hr)	<u>\$2,000.00</u>
	\$2,000.00

3) Update Inventory of County Historic Resources Listing

The County of Kauai conducted a limited historic resource inventory up-date in 1998 which focused primarily on buildings and structures. In the past seven (7) years, more buildings will have met the 50 year old criteria for being considered historic, and some buildings will have lost its integrity or possibly been demolished. Kauai County will hire a consultant pursuant to State procurement laws to utilize the Multiple Service Listing and other resources to identify and document buildings which now meet the 50 year criteria, and also focus on residential type structures which are currently under represented. If feasible, fieldwork to systematically verify the integrity of the listed historic resources will also be undertaken.

Budget for Updating the Inventory of the Kauai County Historic Resources Listing

Prepare preliminary listing of historic resources for review by establishing parameters, resources and formats to identify and update new historic buildings and structures and those which have been demolished or have lost integrity.

80 hours @ \$100/hour \$ 8,000.00

Field work and on-site reconnaissance including photographs and completion of an evaluation checklist utilizing criteria for the State and National Registers of Historic Places.

120 hours @ \$100/hour \$12,000.00

Reconcile existing inventory and updated information in a County compatible format including hard copy profiles for each site; informational meetings with County.

75 hours @ \$100/hour \$ 7,500.00

Other Expenses (Travel, reproduction costs, supplies) \$ 2,806.00
\$30,306.00

(Architectural consultant cost projected at \$100/hr. including overhead)

4) Training and Education

The training and education component of this grant fund is to provide opportunities for the KHPR Commissioners and staff to attend workshops and conferences such as those sponsored by the Hawaii Congress of Planning Officials, Historic Hawaii Foundation, Society for Hawaiian Archaeology, the National Trust's Annual Conference and the Department of Land & Natural Resources. Funds will also be used to invite speakers and experts in selected fields of historic preservation to conduct workshops on Kauai for training purposes.

Budget for Training and Education

Airfare for three to attend two-2½ day workshops (6 RTs x \$180)	\$1,080.00
Per diem for above (6 X 2.5 days X \$80)	\$1,200.00
Car Rental (2 cars X 2 trips X 3 days X \$35)	\$ 420.00
Registration (6 X \$200)	\$1,200.00

Airfare for two to attend 5- one day workshops (10 RTs X \$180)	\$1,800.00
Per diem for above (10 X 1 day X \$20)	\$ 200.00
Car Rental (10 X \$35)	\$ 350.00
Registration (10 X \$100)	\$1,000.00

Airfare for four instate speakers to conduct work shops On Kauai (4 X \$180)	\$ 720.00
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Reference & Misc. Materials
 (This includes expenses for reference materials and subscriptions
 from historic preservation organizations and computer and photographic
 supplies to upkeep historic resource inventory data and facilitate project
 reviews).

	<u>\$1,000.00</u>
	\$8,970.00